UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/698,491	10/27/2000	Nereida Maria Menendez	51017-80716	6433

21888   7590   05/13/2010
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ART UNIT	PAPER NUMBER
3629	

NOTIFICATION DATE	DELIVERY MODE
05/13/2010	ELECTRONIC

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Notice of the Office communication was sent electronically on above-indicated "Notification Date" to the following e-mail address(es):

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PTOL-90A (Rev. 04/07)

Office Action Summary	Application No.	Applicant(s)
	09/698,491	MENENDEZ ET AL.
	Examiner	Art Unit
	NARESH VIG	3629

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE *3* MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.
- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on *29 January 2010*.

2a)☒ This action is **FINAL**.   2b)☐ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) *74-139* is/are pending in the application.

    4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) *74-139* is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☐ The drawing(s) filed on _____ is/are: a)☐ accepted or b)☐ objected to by the Examiner.

    Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

    Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

    a)☐ All   b)☐ Some *   c)☐ None of:

        1.☐ Certified copies of the priority documents have been received.

        2.☐ Certified copies of the priority documents have been received in Application No. _____.

        3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

    * See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1)☐ Notice of References Cited (PTO-892)

2)☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)

3)☒ Information Disclosure Statement(s) (PTO/SB/08)
    Paper No(s)/Mail Date _____.

4)☐ Interview Summary (PTO-413)
    Paper No(s)/Mail Date. _____.

5)☐ Notice of Informal Patent Application

6)☐ Other: _____.

DETAILED ACTION

This is in reference to communication received 29 January 2010. Cancellation of

all previously pending claims and addition of new claims 74 – 139 is acknowledged.

Claims 74 – 139 are pending for examination.

Response to Arguments

Applicant's arguments and concerns are for newly added claims which have

been responded to in response to the pending newly added clailms.

Claim Rejections - 35 USC § 112

The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly
claiming the subject matter which the applicant regards as his invention.

Claims 74 – 139 are rejected under 35 U.S.C. 112, second paragraph, as being

vague and unclear to identify the scope of the subject matter which applicant regards as

the invention. Applicant recites the limitation(s)

creating a rental vehicle reservation in response to data received through the

website from a client system;

storing a reservation transaction;

electronically accepting additional data from a user for a potential rental of a

rental vehicle based on the rental vehicle reservation;

communicating an electronic rental proposal for display to the user,;

creating an electronic rental contract for a rental vehicle in response to an electronic

acceptance by the user of the electronic rental proposal.

As currently claimed, it is not clear whether a user who provides additional data

is the same user for whom said reservation was made.

Also, as currently claimed, it is not clear whether the rental reservation and rental

contract is done is the same session or different sessions because for example the

claim 77 changes the scope of the invention wherein kiosk is not the same device as

the client system which indicates that a reservation is made and at some later time

electronic contract is generated using the reservation information stored from a previous

session by the use.

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all

obviousness rejections set forth in this Office action:

> (a) A patent may not be obtained though the invention is not identically disclosed or described as set
> forth in section 102 of this title, if the differences between the subject matter sought to be patented and
> the prior art are such that the subject matter as a whole would have been obvious at the time the
> invention was made to a person having ordinary skill in the art to which said subject matter pertains.
> Patentability shall not be negatived by the manner in which the invention was made.

Claims 1 – 5, 11 – 21, 25 – 32, 36 – 60 and 62 – 64 are rejected under 35 U.S.C. 103(a) as being unpatentable over Hertz Corporation hereinafter known as Hertz in view of Avis Rent A Car System, Inc. hereinafter known as AVIS, in view of an article "Dollar Rent A Car Introduces Dollar® Travel Center At Key Airport Locations" hereinafter known as KioskCom and Freeman US Patent 6,519,576.

Regarding claims 74 and 104, Hertz teaches concept and capability for a system and method of creating and storing an electronic rental contract for a rental vehicle from a rental car company. Hertz teaches concept and capability for:

hosting a website on a server system, the website comprising a plurality of web pages for access over a network by any of a plurality of client systems [Hertz website];

creating a rental vehicle reservation in response to data received through the website from a client system [Hertz, page 62];

storing a reservation transaction within the server system, wherein the reservation transaction is representative of the created rental vehicle reservation [Hertz, page 62, 65];

Hertz does not explicitly recite accepting additional data from user. However, Avis teaches concept and capability for accepting additional information from user to create reservation.

Therefore, at the time of invention, it would have been obvious to one of ordinary skill in the art to modify Hertz by adopting teaching of Avis to make a valid reservation based on user provided information; apply a known technique to a known device

(method, or product) ready for improvement to yield predictable results; known work in one field of endeavor may prompt variations of it for use in either the same field or a different one based on design incentives or other market forces if the variations would have been predictable to one of ordinary skill in the art.

Hertz in view of Avis teaches concept and capability for:

electronically accepting additional data from a user for a potential rental of a rental vehicle based on the rental vehicle reservation;

communicating an electronic rental proposal for display to the user, the electronic rental proposal being based on the rental vehicle reservation and the accepted additional data;

Even though Hertz in view of Avis does not explicitly recite self serve counter for creating rental contract. However, it is old and known business practice to provide kiosks enabling user to generate contracts without visiting the counter. For example, self server Airline Boarding Pass, self serve Travel Insurance, etc. KioskCom teaches concept and capability wherein rental car companies can install kiosk to provide self serve counters for users.

Therefore, at the time of invention, it would have been obvious to one of ordinary skill in the art to modify Hertz in view of Avis by adopting teaching of KioskCom to reduce the expense on personnel costs; apply a known technique to a known device (method, or product) ready for improvement to yield predictable results; known work in one field of endeavor may prompt variations of it for use in either the same field or a

different one based on design incentives or other market forces if the variations would

have been predictable to one of ordinary skill in the art.

Even though, Hertz in view of Avis and KioskCom does not explicitly recite

automatically pre-filling at least a portion of the additional data into a web page of the

website from a rental history associated with the user. However, Freeman teaches

concept and capability for automatically pre-filling at least a portion of the additional

data into a web page of the website from a rental history associated with the user

[Freeman, col. 5, lines 25 – 29].

Therefore, at the time of invention, it would have been obvious to one of ordinary

skill in the art to modify Hertz in view of Avis and KioskCom by adopting teachings of

Freeman to expedite Rental process by pre-filling user information like their Name,

Address etc. thereby minimizing user providing same information for their repeated

transactions; apply a known technique to a known device (method, or product) ready for

improvement to yield predictable results; known work in one field of endeavor may

prompt variations of it for use in either the same field or a different one based on design

incentives or other market forces if the variations would have been predictable to one of

ordinary skill in the art.

Hertz in view of Avis, KioskCom and Freeman teaches concept and capability

for:

creating and storing an electronic rental contract for a rental vehicle from a rental

car company to permit a user to bypass a rental counter of a car rental facility when

creating the electronic rental contrac

creating an electronic rental contract for a rental vehicle in response to an

electronic acceptance by the user of the electronic rental proposal, thereby resulting in

the user bypassing the rental counter when creating the electronic rental contract; and

storing a rental transaction within the server system, wherein the rental

transaction is representative of the created electronic rental contract; and

communicating the electronic rental proposal for display to the user on an

automated kiosk located in the car rental facility

automatically pre-filling at least a portion of the additional data into a web page of

the website from a rental history associated with the user <<claim 6-8>>

wherein the electronically accepting, communicating, electronic rental contract

creating and rental transaction storing steps are performed regardless of whether the

user has a pre-existing master rental agreement with the rental car company.

Regarding claims 75 and 105, Hertz in view of Avis, KioskCom and Freeman

teaches concept and capability wherein the electronically accepting, communicating,

electronic rental contract creating and rental transaction storing steps can be performed

for a user who does not have a pre-existing master rental agreement with the rental car

company.

Regarding claim 76, Hertz in view of Avis, KioskCom and Freeman teaches

concept and capability for allocating a rental vehicle to the user at the car rental facility

in accordance with the electronic rental contract without requiring the user to visit the

rental counter.

Regarding claims 77 and 106, Hertz in view of Avis, KioskCom and Freeman teaches concept and capability for communicating the electronic rental proposal for display to the user on an automated kiosk located in the car rental facility, and wherein the electronic rental contract creating step comprises receiving the electronic acceptance from the user through the kiosk.

Regarding claims 78 and 107, Hertz in view of Avis, KioskCom and Freeman teaches concept and capability for electronically accepting the additional data from the user through the kiosk.

Regarding claims 79 and 108, Hertz in view of Avis, KioskCom and Freeman teaches concept and capability for:

driver's license information for the user and credit card payment information for the user:

electronically performing a first validation operation on the driver's license information such that the communicating step is not performed should the first validation operation indicate the driver's license information is invalid;

should the first validation operation indicate the driver's license information is invalid, electronically requesting that the user re-submit new driver's license information;

electronically performing a second validation operation on the credit card

payment information such that the communicating step is not performed should the

second validation operation indicate the credit card payment information is invalid; and

should the second validation operation indicate the credit card payment

information is invalid, electronically requesting that the user re-submit new credit card

payment information.

Regarding claims 80 and 109, Hertz in view of Avis, KioskCom and Freeman

teaches concept and capability for:

receiving identification information for the user at the kiosk;

retrieving the stored reservation transaction in response to the received user

identification information; and

providing information about the retrieved reservation transaction to the kiosk for

display thereon.

Regarding claims 81 and 110, Hertz in view of Avis, KioskCom and Freeman

teaches concept and capability for electronically soliciting the additional data from the

user through the kiosk.

Regarding claims 82 and 111, Hertz in view of Avis, KioskCom and Freeman

teaches concept and capability for receiving a driver's license number from the user

through the kiosk.

Regarding claims 83 and 1112, Hertz in view of Avis, KioskCom and Freeman

teaches concept and capability for delivering a print stream to the printer for printing a

receipt and summary for the created electronic rental contract.

Regarding claims 84 and 113, Hertz in view of Avis, KioskCom and Freeman

teaches concept and capability wherein the print stream can include data for printing

directions for the user to obtain a rental vehicle at the car rental facility in accordance

with the created electronic rental contract.

Regarding claims 85 and 114, Hertz in view of Avis, KioskCom and Freeman

teaches concept and capability wherein the additional data comprises a modification of

a data item from the reservation.

Regarding claims 86 and 115, Hertz in view of Avis, KioskCom and Freeman

teaches concept and capability:

electronically performing a validation operation on the driver's license information

such that the communicating step is not performed should the validation operation

indicate the driver's license information is invalid; and

should the validation operation indicate the driver's license information is invalid,

electronically requesting that the user re-submit new driver's license information

wherein the additional data can comprise driver's license information for the user,

the method further comprising:

Regarding claims 87 and 116, Hertz in view of Avis, KioskCom and Freeman

teaches concept and capability for electronically checking whether the driver's license

number digits conform to a valid digit pattern for the state corresponding to the state

identification wherein the driver's license information can comprise an identification of a

state for a driver's license and a plurality of digits that are representative of a driver's

license number.

Regarding claims 88 and 117, Hertz in view of Avis, KioskCom and Freeman

teaches concept and capability for:

electronically performing a validation operation on the credit card payment

information such that the communicating step is not performed should the validation

operation indicate the credit card payment information is invalid; and

should the validation operation indicate the credit card payment information is

invalid, electronically requesting that the user re-submit new credit card payment

information

wherein additional data can comprise credit card payment information for the

user, the method further comprising:

.

Regarding claims 89 and 118, Hertz in view of Avis, KioskCom and Freeman teaches concept and capability for electronically checking whether the credit card holder's name matches a name for a primary driver with respect to the potential rental wherein the credit card payment information can comprise a credit card number and name of a credit card holder,

Regarding claims 90 and 119, Hertz in view of Avis, KioskCom and Freeman teaches concept and capability for:

electronically performing a first validation operation on the driver's license information such that the communicating step is not performed should the first validation operation indicate the driver's license information is invalid;

should the first validation operation indicate the driver's license information is invalid, electronically requesting that the user re-submit new driver's license information;

electronically performing a second validation operation on the credit card payment information such that the communicating step is not performed should the second validation operation indicate the credit card payment information is invalid; and

should the second validation operation indicate the credit card payment information is invalid, electronically requesting that the user re-submit new credit card payment information

wherein the additional data can comprise driver's license information for the user and credit card payment information for the user.

Regarding claim 91 and 120, Hertz in view of Avis, KioskCom and Freeman teaches concept and capability wherein the additional data can comprise a modification of a data item from the reservation.

Regarding claims 92 and 121, Hertz in view of Avis, KioskCom and Freeman teaches concept and capability for:

electronically receiving input from the user indicative of a request to convert the created reservation into an electronic rental contract; and

responsive to the received input, providing a first web page of the website to a client system for display thereon, wherein the first web page is configured to solicit the additional data from the user.

Regarding claims 93 and 122, Hertz in view of Avis, KioskCom and Freeman teaches concept and capability for:

providing a second web page of the website to the client system for display thereon, wherein the second web page can be configured to provide the user with a user-selectable option to only create the reservation and a user-selectable option to convert the created reservation into an electronic rental contract; and

receiving a user selection of the option to convert the created reservation into an electronic rental contract, thereby advancing the user to the first web page.

Regarding claims 94 and 123, Hertz in view of Avis, KioskCom and Freeman

teaches concept and capability for sending an email to the user, wherein the email can

comprises

(1) a confirmation of the created reservation, and

(2) a user-selectable link that is effective upon user selection to link the user to

the first web page; and

receiving a user selection of the link.

Regarding claims 95 and 124, Hertz in view of Avis, KioskCom and Freeman

teaches concept and capability for automatically pre-filling at least a portion of the

additional data into a web page of the website from a rental history associated with the

user.

Regarding claims 96 and 125, Hertz in view of Avis, KioskCom and Freeman

teaches concept and capability for:

receiving a selection by the user of a button on the web page; and

responsive to the button selection, performing the pre-filling step.

Regarding claims 97 and 126, Hertz in view of Avis, KioskCom and Freeman

teaches concept and capability for automatically performing a suggestive sell for the

potential rental through a web page of the website based on a rental history associated

with the user.

Regarding claims 98 and 127, Hertz in view of Avis, KioskCom and Freeman
teaches concept and capability wherein the suggestive sell can be for an optional
coverage item for the potential rental.

Regarding claims 99 and 128, Hertz in view of Avis, KioskCom and Freeman
teaches concept and capability for:

(1) providing a first web page of the website to a client system for display
thereon, wherein the first web page is configured to solicit the data for creating the
reservation from the user, and

(2) automatically pre-filling at least a portion of the data for creating the
reservation into the first web page from the master rental agreement

for a user who has a pre-existing master rental agreement with the rental car
company.

Regarding claims 100 and 129, Hertz in view of Avis, KioskCom and Freeman
teaches concept and capability for permitting the user to electronically modify the pre-
filled data without modifying the master rental agreement.

Regarding claims 101 and 130, Hertz in view of Avis, KioskCom and Freeman
teaches concept and capability for:

receiving a modification of the pre-filled data from the user through the website; and

electronically notifying the user with a selectable option to keep the modification and a selectable option to revert to the pre-filled data.

Regarding claims 102 and 131, Hertz in view of Avis, KioskCom and Freeman teaches concept and capability wherein the pre-filled data does not include credit card information from the master rental agreement.

Regarding claim 103, Hertz in view of Avis, KioskCom and Freeman teaches concept and capability wherein the server system can be operated by the rental car company.

Regarding claims 132 and 136, as responded to earlier in response to claims 74 – 131, Hertz in view of Avis, KioskCom and Freeman teaches concept and capability of a system and method of creating an electronic rental contract for a rental vehicle from a rental car company such that a user need not visit a rental counter to create a rental contract when arriving at a car rental facility to pick up the rental vehicle, the method comprising:

storing data representative of a rental vehicle reservation, the stored data comprising data that associates the reservation with a user who does not have a pre-existing master rental agreement with the rental car company;

receiving, through an automated kiosk located at a car rental facility, identification

information for the user;

retrieving the stored reservation data that is associated with the received user

identification information;

displaying, through the kiosk, an electronic rental proposal based on the retrieved

reservation data;

receiving, from the user through the kiosk, an electronic acceptance of the

displayed rental proposal to thereby create an electronic rental contract, the electronic

rental contract permitting the user to avoid creating a rental contract at the rental

counter when arriving at the car rental facility to pick up a rental vehicle in accordance

with the electronic rental contract; and

storing data representative of the created electronic rental contract.

Regarding claim 133, Hertz in view of Avis, KioskCom and Freeman teaches

concept and capability to create the electronic rental contract regardless of whether the

user has a pre-existing master rental agreement with a rental car company.

Regarding claim 134, Hertz in view of Avis, KioskCom and Freeman teaches

concept and capability to create the electronic rental contract for a user who does not

have a pre-existing master rental agreement with the rental car company.

Regarding claim 135, Hertz in view of Avis, KioskCom and Freeman teaches concept and capability:

wherein the server subsystem can comprise a web server, a database, and a mainframe, wherein the web server is configured to host the website, wherein the database is configured to store data representative of the rental vehicle reservation and the electronic rental contract, and wherein the mainframe is configured to

(1) execute reservation component software to create the rental vehicle reservation in response to data input from the client system through the website, and

(2) execute rental component software to create the electronic rental contract in response to the data input from any of the first and second paths.

Regarding claim 137, Hertz in view of Avis, KioskCom and Freeman teaches concept and capability for allocating a rental vehicle to the user at the car rental facility in accordance with the electronic rental contract without requiring the user to visit the rental counter.

Regarding claim 138, Hertz in view of Avis, KioskCom and Freeman teaches concept and capability for:

receiving, from the user through the kiosk, supplemental data for a potential rental based on the reservation; and

creating the electronic rental proposal based on the received supplemental data and the retrieved reservation data.

Regarding claim 139, Hertz in view of Avis, KioskCom and Freeman teaches concept and capability wherein the received supplemental data can comprise a modification of a data item from the reservation.

Conclusion

Applicant is required under 37 CFR '1.111 (c) to consider the references fully when responding to this office action.

THIS ACTION IS MADE FINAL. Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the mailing date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to NARESH VIG whose telephone number is (571)272-6810. The examiner can normally be reached on Mon-Thu 7:00 - 5:30.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, John Weiss can be reached on (571) 272-6812. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see http://pair-direct.uspto.gov. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

/Naresh Vig/

May 10, 2010   Primary Examiner, Art Unit 3629